

## **AGREEMENT FOR PROFESSIONAL SERVICES for LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (“County”) and Surveying And Mapping, LLC (“Consultant”), 886 Cambridge Drive, Elk Grove Village, Illinois 60007.

### **RECITALS**

WHEREAS, Lake County is seeking a Consultant to provide supplemental engineering services for Project Section 17-00171-16-DR, Midlothian Road Culvert Replacements as noted in the Consultant’s proposal dated April 1, 2019, (“Services”); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

### **SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Consultant’s proposal and all exhibits thereto, including statement of work, dated April 1, 2019.

### **SECTION 2. SCOPE OF WORK**

See attached Consultant Proposal.

### **SECTION 3. DURATION**

This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 15 shall be effective until the date the work is complete.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

### **SECTION 4. AGREEMENT PRICE**

The County will pay Consultant a not to exceed fee of \$22,000 for deliverables identified in Section 2 of Consultant’s proposal dated April 1, 2019. The Consultant will bill the County not more than once per month based upon the actual expense reimbursement.

### **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## **SECTION 6. CHANGE ORDERS**

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve an increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

## **SECTION 7. INDEMNIFICATION**

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

## **SECTION 8. INSURANCE**

Consultant shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

**Workmen's Compensation Insurance** covering all liability of Consultant arising under the Illinois Workmen's Compensation Act and Illinois Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

**Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

**Comprehensive General Liability** in a broad form, on an occurrence basis, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

**Comprehensive Automobile Liability** to include, Bodily Injury, Property Damage:

General Aggregate limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

**Miscellaneous Insurance Provisions:**

To name Lake County as an additional insured **by endorsement** to all policies of insurance purchased or maintained in fulfillment of this Agreement;

To provide Lake County with thirty (30) days notice, in writing, of cancellation or material change of any policies or coverage;

To agree that all of the insurance required of Consultant shall state that the coverage provided by Consultant's insurer(s) shall be primary; and

To provide Lake County with a waiver of subrogation in favor of Lake County.

All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought.

All policies must be issued by insurance companies licensed to do business in Illinois and which obtain a rating from A.M. Best. The A.M. Best rating shall be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best rating is less than A VII or a Best's rating is not obtained, Lake County has the right to reject insurance written by an insurer its deems unacceptable.

Lake County uses *myCOItracking.com* to electronically monitor compliance with Certificate of Insurance requirements. Contractor should work with their broker to register, access, and upload certificates evidencing the coverage required into *myCOItracking.com*. A valid company email to receive login and password to *myCOItracking.com* should be submitted to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) re: *myCOItracking.com* registration. Any hard copies of said Notices and Certificates of Insurance shall be provided to: Lake County Purchasing Division, 18 No. County St. – 9<sup>th</sup> Fl., Waukegan, IL 60085-4350.

Contractor shall provide Lake County with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Failure to Comply: In the event the proposer fails to obtain or maintain any insurance coverages required under this agreement, Lake County may purchase such insurance coverage and charge the expense to Contractor.

**SECTION 9. INDEPENDENT CONTRACTOR**

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

**SECTION 10. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

## **SECTION 11. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

## **SECTION 12. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

## **SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

## **SECTION 14. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

886 Cambridge Drive, Elk Grove Village, Illinois 60007

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

## **SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

## **SECTION 16. TERMINATION**

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

## **SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

**SECTION 18. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.


**SECTION 19. NEWS RELEASES**


Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Surveying And Mapping, LLC:

  
County Engineer  
Lake County

  
~~Vice President~~ Patrick A. Smith  
Senior Vice President

Date 5/6/19

Date 04/06/2019



**SAM, LLC**

886 Cambridge Drive, Elk Grove Village, IL 60007

Ofc 224.404.1300 Fax 847.264.8907

info@sam.biz www.sam.biz

**Via Email: [pruiz@lakecountyil.gov](mailto:pruiz@lakecountyil.gov)**

April 1, 2019

**Philip Ruiz, P.E.**

Design Engineer

Lake County Division of Transportation(LCDOT)

600 W Winchester Road

Libertyville, Illinois 60048

**RE: LCDOT**

**Section 17-00171-16-DR Midlothian Road Culvert Replacements Project**

**Lake County, IL**

**SAM, LLC Proposal No.: 1019047576**

Mr. Ruiz:

Surveying And Mapping, LLC (SAM) appreciates the opportunity to provide this scope of services and fee estimate for professional Surveying and Subsurface Utility Engineering (SUE) services to assist LCDOT with their culvert replacement project at 3 locations in Lake County, IL.

After reviewing this material, please don't hesitate to call us if you have any questions.

Once again, thank you for the opportunity to propose on this project. We look forward to continuing our working relationship.

**Surveying And Mapping, LLC (SAM)**

Respectfully,

**Scott Wechter**

Scott Wechter, P.E.

Project Manager

CC: Brandon Espinosa, PLS, Associate  
Andrew Sylvest, Operations Manager



## PROJECT OVERVIEW

The proposed culvert replacement project at 3 locations in Lake County, IL as shown in Exhibit A below. The area of interest requested for the utility designating investigation will be approximately 200' each side of the culvert crossing (400' total) within the existing right-of way to allow for any ditching, new storm sewer, or other excavation near the culvert locations listed below.

### Section 17-00171-16-DR Midlothian Road Culvert Replacements:

Culvert 550 (Sta 22+56) – Survey 21+00 to 25+00, ROW 53' Lt & 47' Rt

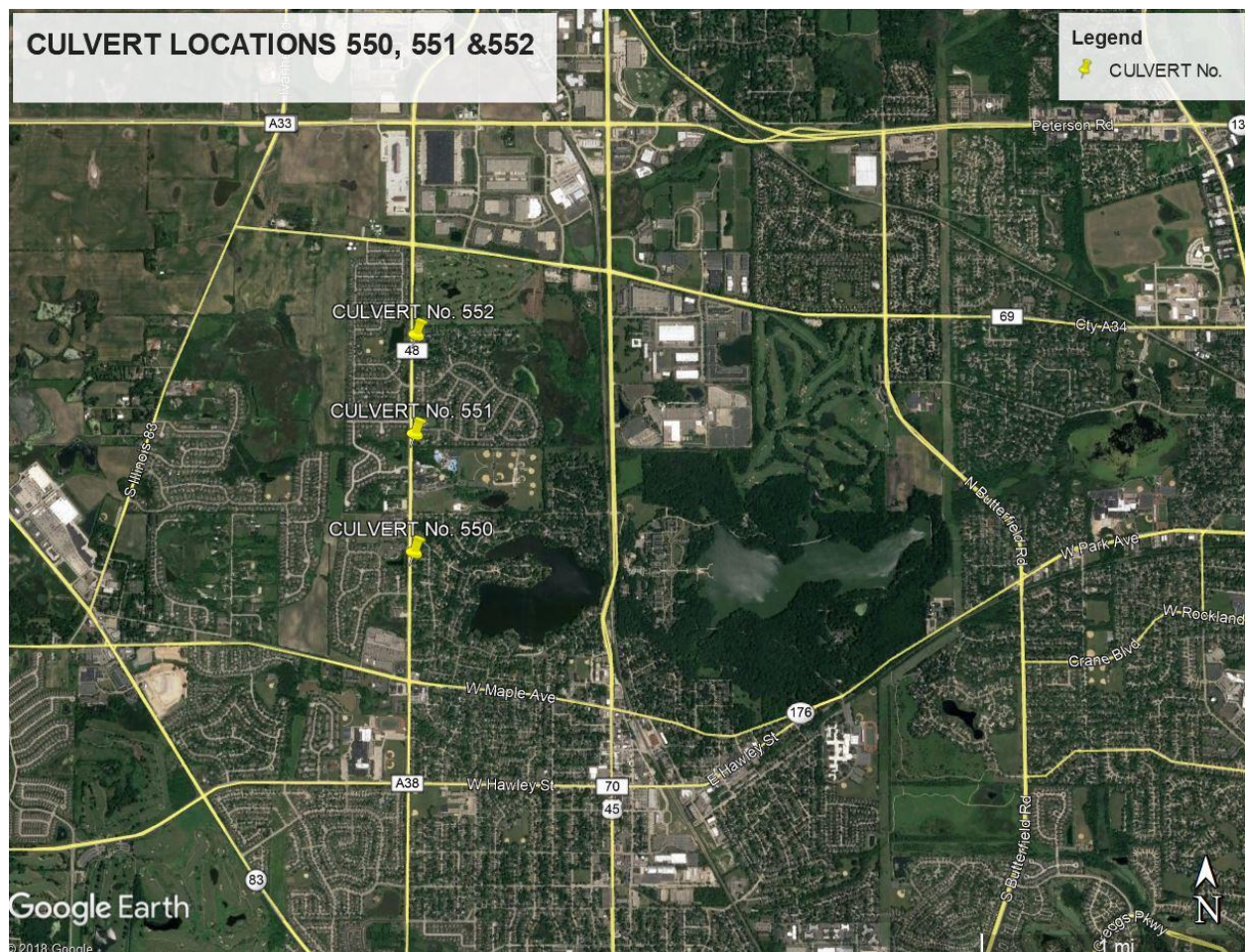
Culvert 551 (Sta 46+03) – Survey 44+00 to 48+00, ROW 57' Lt & 47'-67' Rt

Culvert 552 (Sta 66+33) – Survey 64+00 to 68+00, ROW 50' Lt & 50'-60' Rt

Below is a list of existing buried utilities that Lake County Division of Transportation has from their plan/permit records:

Culvert 550, 551, 552 – AT&T, ComEd(West); Mundelein watermain, North Shore Gas (East)

## EXHIBIT A





## **ASSUMPTIONS**

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- This proposal and fee is based on the assumption that SAM crews will be able to proceed unimpeded. Down time or additional mobilization or demobilization caused by restricted access, project changes, weather or other factors that are outside of SAM's control may be charged to LCDOT.
- SAM will not perform any work outside of the scope of services herein without written authorization from LCDOT.
- The budget estimate is to provide all services on a one time basis. Subsurface Utility Engineering services provided in connection with re-routes or requested revisions will require a revised scope and fee.
- This proposal assumes that all work areas are sufficiently cleared of vegetation (to a maximum height of 6") such that all areas are traversable on foot for the purpose of performing designating and sweeping. SAM reserves the right to seek additional compensation and/or time for work interruptions due to property clearing issues.
- SAM will utilize the following geophysical equipment on the project:
  - a. Radiodetection RD8100
  - b. Vivax-Metrotech VM-810
  - c. IDS Opera DUO
  - d. Tenable rodder
  - e. Sonde
- All equipment may not be used as equipment is selected based upon geophysical application necessary to find a target utility.
- Normal traffic control, for Subsurface utility Engineering services, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc., is considered special traffic control. If special traffic control is to be provided by SAM, this service will be subcontracted to an approved subcontractor and billed to the Client at cost.
- Sanitary and Storm Drain systems (Other than the culverts identified) will be excluded from this scope of services.
- Overhead utility investigation and mapping is excluded from this scope of services.
- The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
- The accuracy of subsurface data can be influenced by factors beyond SAM's control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of QL-B information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or JULIE before excavation.
- SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, radar, or acoustical designating services.





- Non-metallic piping, inactive electric, and/or communication lines may or may not be found by electromagnetic, radar, or acoustical designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.
- Client will provide SAM with record information and profile drawings of all the utilities within the project site the Client has already collected.
- All work will be performed during daytime hours.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- May require weekend work.
- SAM will update the Client on all meeting notices and may request a representative from Client to attend to respond to questions that may be beyond the knowledge of the SAM.
- SAM estimates up to 6,000 linear feet of subsurface utilities within the limits of utility investigation.

## **SCOPE OF SERVICES**

### **SUBSURFACE UTILITY ENGINEERING (SUE)**

SAM will provide all the following Subsurface Utility Engineering (SUE) services to the standard of care applicable in the Subsurface Utility Engineering profession. The services meet the standard guidelines of ASCE C-I 38-02 for “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”

**Quality Level D (QL-D)** – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. Review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners. These utilities could include but are not limited to electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, JULIE, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-02.

**Quality Level C (QL-C)** – SAM survey crews will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface appurtenances of existing subsurface utility systems located within the project limits. SAM management staff will determine when records and features do not agree and resolve discrepancies using professional judgement.

**Quality Level B (QL-B) Designating (Horizontal Location of Utilities)** – Designating is to indicate, by marking with paint and/or flags, the presence, and approximate horizontal location of subsurface utilities using a suite of geophysical methods including, without limitations, electromagnetic, sonic, acoustical, and radar techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:



- Provide all equipment, personnel, and supplies required for performing designating services. SAM shall determine which equipment, personnel, and supplies are required for designation.
- Designate the underground utilities, which may consist of but are not limited to water, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground using paint and/or flags.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.
- The utilities will be marked at maximum 50 foot intervals and at all changes in direction.
- Water lines and other non toneable utilities may be able to be designated using ground penetrating radar and will be marked as Quality Level B in these areas. When the ground penetrating radar is not effective, these utilities will be marked as Quality Level D.
- Marking of hose bib lines, irrigation lines, and other such small non detectable utilities will not be included.
- The designated utilities will be surveyed and included in the deliverable drawings depicting type, owner, and any other attributes ascertainable during the investigation.

The degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically resistive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. However, electrically conductive soils, such as clay, moist silt or saline soils, typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site calibration of the GPR equipment. Subsequently, due to the unknown susceptibility of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from ground penetrating radar.

## **DELIVERABLES**

A digital MicroStation file, compliant with IDOT standards, depicting the utilities within the area of investigation at their achieved quality levels will be provided. The file will clearly identify all utilities discovered from QL-D and QL- C investigation that could not be designated in the field as QL-B. These utility lines will have a unique line style and symbology in the deliverables. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person. A signed and sealed plan view drawing will also be provided based upon the utility results outlined above. All electronic project files used, and/or modified by SAM, scanned utility records collected, and utility contact information will be provided for this project.

## **PRELIMINARY SCHEDULE**

SAM will make every effort to meet the client's schedule for this project., pending weather SAM will submit the Quality Level B-D deliverables within 30 days. The areas of investigation and associated deliverables may be phased to meet the needs of Client and progressive deliverables may be produced.



**FEE SCHEDULE**

SAM will provide these professional services on a lump sum basis according to the attached Contract Rate Schedule. We estimate the cost of the scope of work defined above to be:

<b>Traffic Control</b>	<b>\$ 2,400</b>
<b><u>SUE QL-B</u></b>	<b><u>\$ 19,600</u></b>
<b>Total</b>	<b>\$ 22,000</b>

**Purchased Services:**

All purchased services are invoiced at actual cost. These include but are not limited to reproduction, computer time, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

**Terms:**

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.